

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

KRISTEENA SCARPINO,
individually and on behalf
of similarly situated individuals,

Plaintiff,

v.

IMAGINATION INDUSTRIES, INC., d/b/a
AMERICAN DREAM,
and CASEY ROWE,

Defendants.

C.A. No. 8-20-cv-449

PLAINTIFF’S MOTION TO ENFORCE SETTLEMENT

Plaintiff Kristeena Scarpino, through her counsel, hereby submits her Motion to Enforce the Settlement in this matter. In support of this Motion, Plaintiff states as follows:

1. The Parties in this case entered into a Settlement Agreement in August 2021. Dkt. 58.1. Under the terms of the Settlement Agreement, a settlement payment of \$45,000.00 was due on or before December 1, 2022.
2. When this payment came due, counsel for Defendants informed Plaintiff’s Counsel that American Dream had sustained extensive damage as a result of an auto accident, had necessitated extensive and costly repairs, and was closed for several months, making it impossible for Defendants to fully meet their payment obligation in December 2022.

3. The Parties entered into a Settlement Amendment in January 2023. Dkt. 60. Under the terms of the Amendment, Defendants were to pay the remaining \$45,000.00 in installments as follows:
 - a. \$10,000.00 paid on December 30, 2022
 - b. Installments of \$5,000.00 will be paid every month from May to November 2023.
4. Defendants' settlement payments in 2023 have repeatedly been paid late and/or have represented partial payments. As a result, As of January 4, 2023, Defendants owe \$13,800.00 of the \$45,000.00 balance.
5. Defendants are now clearly in breach of their obligations under the Settlement Agreement reached by the Parties, as amended in January 2023.
6. This Court has the authority to enforce the Settlement Agreement reached by the Parties. Harper Enters. v. Aprilia World Serv. USA, Inc., 270 Fed. Appx. 458, 460 (8th Cir. 2008) (quoting Barry v. Barry, 172 F.3d 1011, 1013 (8th Cir. 1999)) (“The district court has inherent power to enforce a settlement agreement as a matter of law when the terms are unambiguous[.]”).

WHEREFORE Plaintiff respectfully requests that the Court exercise its authority to enforce the Settlement Agreement and order that Defendants pay the \$13,800.00 balance due under the Settlement Agreement forthwith.

DATED: January 5, 2024

Respectfully submitted,

/s/ Olena Savytska

Harold Lichten

Olena Savytska

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of January, 2024, a copy of the foregoing motion and all exhibits was filed electronically through the Court's CM/ECF system, which will send notice of this filing to all counsel of record.

/s/ Olena Savytska

Olena Savytska, Esq